

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWNSHIP OF LIVINGSTON**

**AND**

**THE SUPERIOR OFFICERS ASSOCIATION**

**January 1, 1999 to December 31, 2001**

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**PREAMBLE**

This Agreement made this 9 day of November 1998 between the  
TOWNSHIP OF LIVIGNSTON, hereinafter referred to as the "Township" and the  
SUPERIOR OFFICERS ASSOCIATION, Local No. 263, hereinafter referred to as the  
"SOA".

**WITNESSETH**

WHEREAS, the Township and the SOA recognize and declare that providing quality  
police protection for the Township is their mutual aim, and

WHEREAS, the Township Council and the Township Administration retain the basic  
decision-making powers over fiscal and management questions, although they are willing  
to consult with employee representatives on employee oriented matters, and

WHEREAS, the members of the police force are particularly qualified to advise the  
formulation of policies and programs designed to improve the standard of police  
protection, and

WHEREAS, the Township has the obligation, pursuant to Chapter 303, Public Laws  
1968, as amended by Chapter 123, Public Laws 1974, to negotiate with the SOA as the  
representative of employees hereinafter designated with respect to the terms and  
conditions of employment and

WHEREAS, the parties have reached certain understandings which they desire to  
confirm this AGREEMENT.

In consideration of the following mutual covenants, it is hereby agreed as follows:

1.

## I. RECOGNITION OF BARGAINING UNIT

The Township hereby recognizes the SOA as the sole and exclusive representative of all employees of the Police Department holding the rank of Lieutenant or Captain, hereinafter referred to as "employees," for the purpose of collective negotiations with respect to terms and conditions of employment.

## II. REPRESENTATION FEE FOR NON-UNION MEMBERS

### II. AGENCY SHOP

#### SECTION 1.

Purpose of Fee: If an employee covered by this Agreement does not become a member of the PBA during any membership year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the PBA for that membership year. The purpose of this fee will be to offset the employee's per capita costs of services rendered by the PBA as a majority representative.

#### SECTION 2.

##### Amount of Fee:

A. Notification: Prior to the beginning of each membership year, the PBA will notify the Township in writing of the amount of the regular membership dues, initiation fees and assessments charged by the PBA to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

B. Legal maximum: In order to adequately offset the per capita cost of services rendered by the PBA as a majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the PBA to its own members, and the representation fee has been set at 85% of that amount solely because it is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the membership year immediately following the effective date of the change.

### SECTION 3.

#### Deduction and transmission of Fee:

A. Notification: Once during each membership year covered in whole or in part by this agreement, the PBA will submit to the Township a list of those employees who have not become members of the PBA for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with paragraph "B" below, the full amount of the representation fee and promptly will transmit the amount so deducted to the PBA.

B. Payroll Deduction Schedule: The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question and until such time as a new agreement is executed. The deductions will begin with the first paycheck paid:

- (1) Ten (10) days after receipt of the aforesaid list by the Township; or,
- (2) Twenty (20) days after the employee begins their employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on layoff,

in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employment in a bargaining unit position, whichever is later.

C. Termination of Employment: If an employee who is required to pay a representation fee terminates their employment with the Township before the PBA has received the full amount of the representation fee to which it is entitled under this Article, the Township will deduct the unpaid portion of the fee from the last paycheck paid to said employee during membership year in question.

D. Mechanics: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the PBA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the PBA.

E. Changes: The PBA will notify the Township in writing of any changes in the list provided for in paragraph "All above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Township received said notice.

F. New Employees: On or about the last day of each month, beginning with the month of this Agreement becomes effective, the Township will submit to the PBA a list of all employees who begin their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

SECTION 4: The PBA agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share," if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the PBA. Such proceeding shall provide for an appeal by either the PBA or the employee to the review board established for such purpose by the Governor in accordance with N.J.S.A. 34:13A-5.4, as amended.

### III. NONDISCRIMINATION

The parties hereto agree that neither shall discriminate against any employee because of his membership or nonmembership in the SOA or his participation in activities herein prescribed, nor discriminate against any member of the SOA for any action involving his management duties on behalf of the Department of Police, Township of Livingston, New Jersey.

### IV. MANAGEMENT RIGHTS

SECTION 1: Except to the extent expressly modified by a specific provision of this Agreement, the Township of Livingston reserves and retains solely and exclusively all of its statutory and common law rights to manage this operation of the Police Department of the Township of Livingston, New Jersey, as such rights existed prior to the execution of this or any other previous Agreement with the SOA.

SECTION 2: The sole and exclusive rights of the Township of Livingston, New Jersey, which are not abridged by this Agreement, shall include but are not limited to:

- (a) its rights to determine the existence or nonexistence of facts which are the basis of the Township Police Department and/or management decision, to establish or continue policies, practices or procedures for the conduct of the Police Department and its services to the citizens of Livingston, and, from time to time, change or abolish such practices or procedures;
- (b) to the right to determine, and from time to time, redetermine the number, locations and relocation and types of its employees or to discontinue any performance by employees of the Township of Livingston;
- (c) to determine the number of hours per day or week any operation of the Police Department may be carried on;
- (d) to select and to determine the number and types of employees required;
- (e) to assign such work to such employees in accordance with the requirements determined by the Department of Police and Township Management authorities;
- (f) to establish training programs and upgrading requirements for employees within the Department;
- (g) to establish and change work schedules and assignments;
- (h) to transfer, promote or demote employees for just cause, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons and to determine the fact of lack of work;
- (i) to continue, alter, make and enforce reasonable rules for the maintenance of discipline;

(j) to suspend, discharge or otherwise discipline employees for just cause and otherwise to take such measures as the Township may determine to be necessary for the orderly and efficient operation of the Department of Police provided, however, nothing herein shall prevent an employee from presenting his grievance for the alleged violation of any article or specific term of this Agreement.

## **V. POLICE OFFICER'S RIGHTS**

**SECTION 1.** Pursuant to Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974, the Township hereby agrees that every employee shall have the right freely to organize, join and support the SOA and its affiliates for the purposes of engaging in collective negotiations and other concerted activities for mutual aid and protection. As an elected body exercising governmental power under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyments of any rights conferred by Chapter 303, P.L. 1974 or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the PBA and its affiliates, his participation in any activities of the PBA, and its affiliates, collective negotiations with the Township, or an employees' institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

SECTION 2. Representatives of the PBA shall be permitted time off with no loss of compensation, to attend negotiating sessions, grievance sessions, and meetings of the joint PBA Management Committee provided the efficiency of the Department is not affected thereby. The PBA President, President's designee, State Delegate or Alternate Delegate shall be granted time off, with no loss of compensation, to attend State PBA Conventions and State Delegate Meetings.

SECTION 3. The Township will maintain one separate and confidential personnel file for each employee. An employee shall have the right to inspect their own personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection. A representative of the PBA may be present when requested by the employee concerned.

SECTION 4. An employee will be given the opportunity to review and acknowledge any material derogatory or disciplinary in nature, or otherwise related to job performance, before such material is added to his personnel file. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Chief of Police, or his designee, and attached to the file copy.

SECTION 4(A). The Township will promulgate procedures for the processing of internal affairs complaints and will inform employees of such procedures. The records of any internal affairs complaints that have a disposition of exonerated, unfounded, or not sustained shall not be used in any fashion to effect progressive discipline and shall not in any way impact any condition of employment, including promotion. When a complaint has a disposition of exonerated, not sustained or unfounded, there shall be no indication

in the employee's personnel file that a complaint was made. The Township shall adopt and implement guidelines which shall be consistent with the guidelines governing "Internal Affairs Policy and Procedures" of the Police Management Manual promulgated by the Police Bureau of the Division of Criminal Justice in the Department of Law and Public Safety and shall not supersede any provision of this agreement.

**SECTION 5.** The Township shall adopt and implement guidelines which shall be consistent with the guidelines governing "Internal Affairs Policy and Procedures" of the Police Management Manual promulgated by the Police Bureau of the Division of Criminal Justice in the Department of Law and Public Safety and shall not supersede any provision of this agreement.

SECTION 6. Should the Township decide to reduce the number of police officers for reasons of economy or efficiency, a layoff of employees will be accomplished in reverse order of seniority provided those remaining are qualified to perform the tasks required.

SECTION 7. An officer, bargaining agent or counsel for the SOA or the SOA's designee may enter the police department at reasonable times during working hours for the purpose of investigating facts relating to officer grievances or other matters relating to the operation of the agreement. Under emergent circumstances only, an aggrieved officer and a SOA representative may be released from duty for no more than a sufficient period of time as needed to confer with each other, and/or SOA counsel, subject to the reasonable scheduling demands of the employer. An emergent circumstance is one which must be resolved on that shift.

#### **IV. GRIEVANCE PROCEDURES**

The intent of the parties to this Agreement is that the procedures hereinafter set forth shall serve as a means or application of the provisions of this Agreement. It is further understood that suspension , demotion and discharge shall be finally determined by the Township Manager. The Township Manager shall cause a hearing to be held on the above actions are sustained, the aggrieved employee shall possess all rights of appeal as an individual to the County Court as provided by R.S. 40-47-8, 1 and 10. A disciplinary proceeding shall not be subject to the grievance procedure.

STEP 1. As to grievance, the aggrieved employee shall present the grievance orally or in writing to the employee's immediate Superior. The grievance must be presented within ten (10 working days of its occurrence or knowledge of its occurrence. The Superior will give his verbal answer within three (3) working days of the date of the presentation of the grievance.

STEP 2. If the grievance is not settled in Step 1, it shall be reduced to writing and presented to the Chief of the Department. The grievance shall be prepared in detail and be dated. The Chief will reply to the grievance in writing within five (5) working days of the date.

of the presentation of the written grievance. The aggrieved employee may be represented by officers of the PBA in presenting his grievance to the Chief.

STEP 3. If the grievance is not settled in Step 2, the written grievance shall be presented to the Township Manager within five (5) working days after the Chief's response is given. The Township Manager, after a grievance hearing at which the employee shall have the right to have a representative present, will reply to the Grievance in writing within seven (7) working days of the date of the presentation of the written grievance (Saturday, Sunday and holidays excluded).

STEP 4. If the SOA believes the grievance should be carried further, it will, within ten (10) working days of the Township Manager's answer refer the grievance to arbitration. The arbitrator shall be selected under the rules of the Public Employment Relations Commission (PERC). The fees and expenses of the arbitration shall be borne equally by both parties and the arbitrator shall have no power or authority to alter, amend, add or subtract from the terms of this Agreement. The arbitrator's decision shall be final and binding on both parties.

## VII. BASE SALARIES

SECTION 1. Effective January 1, 1999 and retroactive to said date Lieutenants shall be paid a differential of 12.5% between base salary compensation grades P3-P5 and Lieutenant Detective's shall be paid a differential of 12.5% between base salary compensation grades P4-P6. Captains shall be paid a differential of 9% between base salary compensation grades P5-P7.

Effective January 1, 2000 Lieutenants shall be paid a differential of 13.5% between base salary compensation grades P3-P5 and Lieutenant Detective's shall be paid a differential of 13.5% between base salary compensation grades P4-P6. Captains shall be paid a differential of 10% between base salary compensation grades P5-P7.

Effective January 1, 2001 Lieutenants shall be paid a differential of 13.5% between base salary compensation grades P3-P5 and Lieutenant Detective's shall be paid a differential of 13.5% between base salary compensation grades P4-P6 Captain's shall be paid a differential of 10% between base salary compensation grades P5-P7.

10. (a)

### BASE SALARY GUIDE

|             |     |             |                      |
|-------------|-----|-------------|----------------------|
| <u>1999</u> | P-5 | \$73,170.00 | Lieutenant           |
|             | P-6 | \$74,391.00 | Lieutenant Detective |
|             | P-7 | \$79,755.00 | Captain              |
| <u>2000</u> | P-5 | \$76,589.00 | Lieutenant           |
|             | P-6 | \$77,867.00 | Lieutenant Detective |
|             | P-7 | \$84,248.00 | Captain              |
| <u>2001</u> | P-5 |             | Lieutenant           |
|             | P-6 |             | Lieutenant Detective |
|             | P-7 |             | Captain              |

## VIII. Longevity Payments

SECTION 1. In addition to the above annual base salary, each employee shall be paid a longevity increment based upon his years of continuous employment in accordance with the following schedule.

At least 05 years of service - 02% of base salary

At least 10 Years of service- 04% of base salary

At least 15 years of service - 06 % of base salary

At least 20 years of service - 08% of base salary

At least 25 years of service- 10% of base salary

SECTION 2. Longevity shall be considered as part of the employee's base pay for pension purposes.

SECTION 3. longevity increments will be credited as of January 1 of each calendar year.

## IX. HOURS OF WORK AND OVERTIME

SECTION 1. The normal work week of an employee shall consist of five (5) days of eight (8) hours each.

SECTION 2. All work (including but not limited to off duty court appearances) in excess of eight (8) hours per day or forty (40) hours per week shall be paid at time and one half ( $1 \frac{1}{2}$ ) the employees' straight time hourly rate, including educational credits and longevity payments.

SECTION 3. All members of the SOA will be entitled to compensatory time-off, with the Chief of Police or his designee establishing the procedure and approval of such time-off. Employees called back to work or scheduled for court during scheduled time-

off or any officer who is required to appear before a Grand Jury, Juvenile Court, Superior Court, Municipal Court, etc., during non-shift hours will receive time and one half (overtime rate) with a minimum guarantee of two hours overtime pay.

12 (a.)

SECTION 4. The parties will implement the SOA ten (10) hour shift proposal at the beginning of the second year of the 1994 collective bargaining agreement, i.e., January 1, 1995. This will be a trial program which shall be cancelable at the end of a one year period at the option of the Township. The ten hour (10) shifts do not apply to detectives and to other such exceptions as shall be agreed upon by the parties. A joint committee will meet on a quarterly basis to monitor the effectiveness of the ten (10) hour shift program.

Effective upon the signing of the agreement, all Lieutenants shall receive additional forty (40) hours of compensatory time due for 1996 and an additional forty (40) hours of compensatory time due for 1997. Effective upon the signing of the agreement all Captains shall receive an additional sixteen (16) hours of compensatory time due for 1996 and an additional sixteen (16) hours of compensatory time due for 1997. Effective January 1, 1997, all employees shall work two thousand and forty (2040) hours per year.

#### X. HOLIDAYS

SECTION 1. A day off without loss of compensation shall be granted within the month of the holiday, specified below, subject to manpower needs of the Police Department and the approval of the Chief and Captain of Police with the Township retaining the option to grant the holiday on the day of the holiday, should available manpower permit:

|                        |                      |
|------------------------|----------------------|
| New Years Day          | Labor Day            |
| Martin Luther King Day | Columbus Day         |
| Lincoln's Birthday     | General Election Day |
| Washington's Birthday  | Veteran's Day        |
| Good Friday            | Thanksgiving Day     |
| Memorial Day           | Christmas Day        |
| Independence Day       |                      |

**SECTION 2.** Whenever Township employees are excused by an executive order by the Governor, President, Legislative Body or Township Manager of the Township of Livingston for more than 3  $\frac{1}{2}$  hours, all employees covered by this agreement shall be granted equivalent compensatory time-off accordingly, without need for further negotiations.

**SECTION 3.** For the purpose of computing compensatory time members of the SOA will be credited with the number of holidays (13) times number of hours (either 8,10 or 12) actually worked on regular assigned tour of duty.

#### **XI. VACATION SCHEDULE**

Effective January 1, 1994 each employee with the rank of Lieutenant or Captain will be entitled to thirty (30) vacation days per year. For all members of SOA vacation time will be computed in hours (either 8, 10, 12) actually worked on regular assigned tour of duty.

#### **XII. SICK LEAVE**

**SECTION 1.** Each employee shall be granted twelve (12) days sick leave with pay for each employee as of January 1<sup>st</sup> of each year. For all members of SOA sickdays shall be computed in hours (either 8,10,12) actually worked on regular assigned tour of duty.

**SECTION 2.** Sick leave means absence from duty of an employee of the Police Department because of personal illness by reason of which such employee is unable to perform the usual duties of his position or because of exposure to contagious disease.

**SECTION 3.** In the event of an emergency situation, he shall be permitted to use a maximum of two (2) sick days per year for said purpose. Emergency days, as used, shall be deducted from accumulated sick leave days.

SECTION 4. Special cases involving extenuating circumstances where an employee's cumulative sick time has been exhausted by illness of a long duration may be referred to the Township Manager for special consideration.

Unused accumulated sick leave shall be paid at seventy percent (70%) of the total number accumulated by an employee at time of retirement, separation due to disability, or death (Upon application by the appropriate authority on behalf of the employee's estate) with maximum terminal leave limited to ninety (90) days effective January 1, 1999 ninety-five days effective January 1, 2000 and one hundred days effective January 1, 2001.

If an employee wants to receive terminal leave in a manner other than regular bi-weekly payments, six (6) months advance notice must be received prior to retirement. In addition to maximum terminal leave, one additional day will be added to terminal leave for each year of perfect attendance recorded.

SECTION 7. Employees may donate accrued sick time to another employee covered under the agreement, who suffers a catastrophic illness or injury, after the injured or ill

employee has exhausted all of his or her sick time, subject to the following:

- a. No employee may donate such number of days as would bring his or her total below 240 hours without the written, advanced approval of the Township Manager;
- b. No hours which are donated pursuant to this provision shall be paid to the donee at the time of retirement; and
- c. All donations of sick time shall be made in hours and upon the return of the donee, any unused hours shall be reaccredited to the donor.

### XIII. FUNERAL LEAVE

SECTION 1. A regular full time employee who is excused from work because of death in his immediate family, as defined below, shall be paid his regular rate of pay for the first three (3) working days of scheduled working time following the death. No more than three (3) working days will be paid under the provisions of this article.

SECTION 2. Time off with pay as provided in this article is to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. Immediate family is defined to mean parents, children, brothers or sisters, spouse, spouse's immediate family and grandparents. Special cases will be referred to the Township Manager.

### XIV. DISABILITY LEAVE WITH PAY

SECTION 1. An employee who is disabled by injury in the performance of his duty or by illness as a direct result of or arising out of his employment may, on the recommendation of the Chief of Police, be granted leave of absence with full pay, with reduced pay, or with full

pay for a certain period and reduced pay thereafter, for a period not to exceed one (1) year, provided that said disability or illness was a direct result of or arising out of his employment and is certified as such by a physician designated by the Township. The Chief of Police shall require evidence in the form of a physician's certification from said physician as to the original and continued disability of such employee as a result of injuries sustained in the line of duty or illness as a direct result of or arising out of his employment.

**SECTION 2.** Any temporary disability payments from Worker's Compensation Insurance received by the employee shall be credited toward the pay referred to above.

#### **XV. INSURANCE PLAN COVERAGE**

**SECTION 1.** The Township agrees to provide Blue Cross, Blue Shield, with Rider "J", and Major Medical Insurance, under the State Health Benefits Program, for all employees and their dependents at no cost to the employees. If the Township should opt to change to an independent carrier, the policy shall contain the same benefits.

**SECTION 2.** The Township agrees to provide a full-family Dental Insurance Plan for all employees and their dependents of which coverage shall be Delta Dental Premier or its equivalent.

#### **XVI. CLOTHING ALLOWANCE**

**SECTION 1.** The Township agrees to provide a uniform allowance of six hundred and fifty dollars (650.00) for all employees covered by this Agreement in 1999. Effective January 1, 2000 the uniform allowance shall be.

increased to seven hundred dollars (700.00) per year effective Jan 1, 2001 the uniform allowance shall be increased to seven hundred fifty dollars (750.00) per year.

SECTION 2. In the event that an employee's uniform is damaged or destroyed in the line of duty, the Township agrees to replace said clothing and the cost or replacement of said clothing will not be charged to the employee's annual uniform allotment.

Effective January 1, 1999 a maintenance allowance of three hundred dollars 300.00 per year will be implemented. Effective January 1, 2000 the maintenance allowance shall be increased to three hundred thirty five dollars (335.00) per year. Effective January 1, 2000 the maintenance allowance shall be increased to three hundred fifty dollars (350.00) per year. Said payment shall be made by separate check not later than the first pay period after January 1.

SECTION 3. The Township shall be permitted the right of prior approval of clothing requests for employees in their last year of service before retirement and employees giving notice of early separation.

SECTION 4. In the event the Township requires a change in uniform, said costs for change shall be borne by the Township.

SECTION 5. Employee at time of permanent reassignment is entitled to additional clothing allowance equal to one-half of yearly allowance.

SECTION 6. Employees shall be permitted to wear black turtlenecks with long sleeve shirts and shall not be required to wear ties except for ceremonial purposes, such as parades or funerals.

SECTION 7. The wearing of hats by employees shall be controlled by Standard Operating Procedure 55.

## **XVI. Clothing Allowance**

**SECTION 8.** The Township shall provide replacement body armor vests to all members of SOA upon expiration of warranty and conformation by Captain of Uniform Division at maximum \$500.00 per replacement vest. Each officer who is provided replacement body armor vest shall be required to wear it except those officers assigned to desk duty and those instances when a superior officer determines that a vest is not required.

18. (a)

## XVII. EDUCATIONAL BENEFITS

SECTION 1. In addition to the regular salaries and wages set forth herein, employees shall receive additional payments for advanced education as provided below:

A. FOR COLLEGE DEGREE

an additional payment of \$ 500

B. ASSOCIATE DEGREE IN SCIENCE IN  
LAW ENFORCEMENT

FOR MEMBERS OF POLICE DIVISION  
AS OF DECEMBER 31, 1977

|     |                                       |        |
|-----|---------------------------------------|--------|
| (1) | on completion of Sixteen credits      | \$ 300 |
| (2) | on completion of Thirty-three credits | \$ 600 |
| (3) | on completion of Forty-nine credits   | \$ 900 |
| (4) | on completion of Sixty-six credits    | \$1200 |

FOR MEMBERS OF POLICE DIVISION BETWEEN  
JANUARY 1, 1978 AND DECEMBER 31, 1996

|     |                                       |        |
|-----|---------------------------------------|--------|
| (1) | on completion of Sixteen credits      | \$ 150 |
| (2) | on completion of Thirty-three credits | \$ 300 |
| (3) | on completion of Forty-nine credits   | \$ 450 |
| (4) | on completion of Sixty-six credits    | \$ 600 |

FOR MEMBERS OF THE POLICE DIVISION HIRED ON OR  
AFTER JANUARY 1, 1997

No additional payments shall be made for an Associates Degree.

SECTION 2. The Township agrees that if an employee obtains both a Bachelor of Science Degree and an Associate of Science Degree in Police Science, the employee will receive the stipends provided for each degree.

SECTION 3. The Township will distribute training and school opportunities among employees based on the recommendations of the employee's immediate supervisor. The total number of employees to be trained or given school opportunities is a management prerogative. Lieutenants in charge of specialty disciplines will have the opportunity to review and consult on selection of candidates for training in those specialty disciplines.

#### XVIII. FALSE ARREST AND LIABILITY

SECTION 1. The Township agrees to cover all employees with False Arrest and Liability Insurance in the amount of two hundred fifty thousand dollars (\$250,000)-five hundred thousand dollars (\$500,000). In addition, where an employee is made a defendant in any suit, or other legal proceeding arising out of the performance of police duty, or out of any incident arising in the line of duty, the Township shall provide all necessary legal aid necessary for the defense of such suit or other legal proceeding, pursuant to N.J.S.A. 40A:14-155. This clause shall not apply to any disciplinary or criminal proceeding instituted against such employees by the Township. However, if any such disciplinary or criminal proceeding instituted by or complaint of the Township shall be dismissed or finally determined in favor of the employee, the employee shall be reimbursed for the expense of his defense at the "prevailing rate" (in the County of Essex for similar services).

SECTION 2. In determining whether to provide legal aid in a specific case, the Township will look first at the report of investigation of the Department of the Police to determine if there appears to be any substantial evidence of wanton or willful misconduct. The Township will also consider evidence supplied to it from other sources or resulting from the investigation of the Township Attorney. The Township recognizes that a police officer must exercise his individual judgement as to the degree of force necessary to effect an arrest under all the circumstances existing at the time. Legal aid would be denied only when there is substantial evidence that excessive force was used and that such use was wanton and willful. The employee will be given the benefit of any doubt in these cases.

SECTION 3. The affected employee shall select his own counsel to assume sole control of his defense and the Township agrees to pay the full cost of the employee's legal fees at the "prevailing rate" (in the County of Essex for similar services). However, in the event that an insurance carrier enters a defense on behalf of the affected employee and furnishes counsel as part of that defense, the Township's obligation under this provision shall be deemed to have been satisfied.

#### XIX. PROMOTIONAL PROCEDURES

SECTION 1. The Township agrees that promotions shall be made with due regard to the length of service for an employee and his merit in the Department. It further agrees not to discriminate on promotions because of religion, race, creed, politics or age.

SECTION 2. The selection of the position of Captain, due to it's executive nature, will be based upon an evaluation by the Township Manager rather than a full competitive examination.

SECTION 3. All employees receiving promotions will receive compensation retroactive to effective date of promotion.

Section 4. Township Manager will meet with candidates for position of Captain prior to promotional procedure to discuss procedural format for selection to position of Captain.

## XX. OUTSIDE EMPLOYMENT

SECTION 1. Employees may engage in Outside Employment under the regulations and conditions contained in the Township Resolution dated March 21, 1960.

SECTION 2. The extra workbook shall be administered in the department by a superior officer designated by department management and an officer designated by the PBA President. All extra workbook assignments will be equitably rotated among all department members without regard to rank, as follows:

(1) Three lottery picks will be made by each department member in attendance at the lottery on the 15th, 17th, 19th and 21st of each month.

(2) Extra workbook assignments called in after the 21st of the month will be assigned in continuously rotating seniority order from an on-call list compiled annually from members of the department.

(3) The Township shall by ordinance establish that all new outside work on road construction and traffic jobs, as of January 1, 1996, shall pay a flat rate of \$35.00 per hour.

(4) All members of the department working extra work from the workbook will wear the uniform of a Livingston police officer, unless the job is specified as a plain clothes detail for all members of the department.

## XXI. LEGAL REFERENCE

SECTION 1. Nothing contained in this agreement shall alter the authority conferred by Law, Ordinance, Resolution or Administrative Code and Police Department Rules and Regulations upon any Township Official or in any way abridge or reduce such authority. This agreement shall be construed as requiring Township Officials to follow the terms contained herein, to the extent that they are applicable in the exercise conferred upon them by Law.

SECTION 2. Nothing contained herein shall be construed to deny or restrict any employee such rights as that employee may have under any other applicable Laws and Regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

## XXII. SEPARABILITY

SECTION 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect. In the event any provision of this Agreement to any employee or group of employees is determined invalid as set forth above, the parties agree to immediately meet to Renegotiate provisions replacing said invalid provisions.

## XXIII. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

subject which is (or may be) subject to collective bargaining.

#### **XXIV. Retention of Benefits**

**SECTION 1.** The Township agrees that all benefits, terms and conditions of employment and past practices relating to the status of the employees covered by this agreement shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining leading to the execution of this Agreement.

**SECTION 2.** The Township shall perform no act which will conflict with the terms of the Agreement.

#### **XXV. Rules and Regulations**

**SECTION 1.** The Township Manager may establish and enforce binding rules and regulations in connection with the operation of the Police Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies shall be furnished to all police officers. It is understood that application of this Agreement shall not in any way hamper enforcement of the Department rules and regulations.

**SECTION 2.** It is understood that employees shall comply with all rules and regulations of the Department, and order of directives issued by the chief or his designee. Employees shall promptly and efficiently execute the instructions and orders of superior officers. If an employee or employees believe a rule, regulation, instruction, or order of an officer, or other superior is unreasonable, or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with further provision that such employee or employees may regard the rule,

regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article VI of this Agreement.

SECTION 3. In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of a superior officer, appropriate action shall be within the province of the superior officer within the framework of Departmental rules and regulations, subject only to the right of employees to file a grievance.

## XXVI. FLEXIBILITY OF ASSIGNMENT

SECTION 1. Employee's regardless of regular assignment, may be reassigned to perform any duty related to their profession as police officers, including any duties connected with: (a) prevention and detection of crime, (b) enforcement of laws and ordinances, (c) protection of life and property, (d) arrest of violators, (e) direction of traffic, (f) regulation of noncriminal behavior of the citizenry and (g) preservation of peace.

SECTION 2. An exception to specific duties can be made where employees are on the medical "limited duty" list and cannot perform said duties.

SECTION 3. The Township and the PBA acknowledge that an employee's prime responsibility is to perform police duties and his energies shall be utilized fully to this end except in the cases of emergencies or special circumstances.

## XXVII. BAN ON STRIKES

SECTION 1. It is recognized that the prevention of crime, the preservation of law and order, and the protection of life and property is the responsibility of employees of the Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operation.

SECTION 2. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there shall not be and that the Association, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, mass absenteeism, or other suspension of or interference with normal work performance.

## XXVIII. JOINT SOA-MANAGEMENT COMMITTEE

SECTION 1. A committee consisting of representatives of the Township and the SOA shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. The Township Manager will coordinate meetings of the Joint SOA-MGMT. Committee as needed and at the request of the SOA. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiation meetings.

SECTION 2. The purpose and intent of such meetings is to foster good employment relations through Communications between the Township and the SOA on such matters as:

- (a) discussing questions arising over the interpretation and application of this Agreement;

- (b) disseminating general information of interest to the parties.
- (c ) giving SOA representatives the opportunity to express their views or to make suggestion; on subjects of interest to employees of the bargaining unit;
- (d) to notify the SOA of changes in non-bargainable conditions of employment contemplated by management which may affect employees in the bargaining unit;
- (e.) the promotion of education and training;
- (f) improvement of working conditions, the safeguarding of health and prevention of hazards to life and property and the strengthening of the morale of the employees.

#### **XXIX. FUNERAL EXPENSES**

The employer shall pay a sum of \$5,000 towards funeral expenses to the surviving spouse, for any employee who is killed in the line of duty or dies from traumatic injuries sustained in the line of duty, regardless of amount paid from any other sources.

#### **XXX. DURATION OF AGREEMENT**

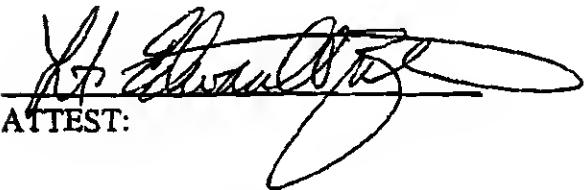
**SECTION 1.** This Agreement shall continue in full force and effect for three (3) years from the effective date of January 1, 1999 notwithstanding; the date of execution hereof.

**SECTION 2.** In the event subsequent negotiations do not result in a newly executed Agreement by December 31, 2001 the parties agree to continue the negotiations and all terms and conditions of the prior Agreement shall continue in full force and effect until the new Agreement is agreed upon and executed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
executed by their duly authorized officer.

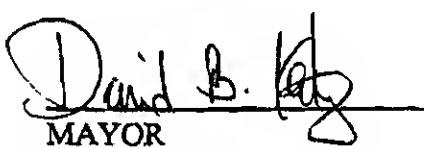
LIVINGSTON SUPERIOR OFFICES ASSN.

ATTEST:

  
 Enie Green  
DEPUTY TOWNSHIP CLERK

Dated: 11/9/98

ATTEST:

  
David B. Kelly  
MAYOR